

CONTRACT MODIFICATION AGREEMENT

Date: October 9, 2008

Contract No.: 720C-04008-06F-00

Modification No.: 02

Issued By: COMMONWEALTH OF VIRGINIA,
Department of Mental Health, Mental Retardation
And Substance Abuse Services

Contractor: MC Strategies, Inc.

Commodity: Web Based Training of Direct Support Personnel Who Care for
People with Developmental Disabilities in Community Settings.

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

Description of Modification:

1. This contract shall be renewed for an additional one-year period beginning October 1, 2008 and expiring September 30, 2009 in accordance with the terms of the original contract, under Attachment D.
2. The total cost for services for this renewal period shall be as follows:

Annual Administration/Site Fee	\$44,800 (\$2,800 per Administrator)
Content License and Maintenance Fee:	<u>\$115,271</u>
Total 2008 – 2009 Contract Fee	\$160,071.
3. Under the original contract, Attachment D, Section 6 titled “General Conditions, delete in its entirety 6.1 “Vendors Manual”.
4. The attached MC Strategies, Inc. License Agreement Amendment (2 Pages) shall change the conditions of the original License Agreement as detailed herein and made part of this contract.
5. Under the original contract, Attachment D, Section 6 titled “General Conditions, Item #3 “eVA Business –To – Government Vendor Registration” replace to read as follows:

eVA Business-To-Government Vendor Registration: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us,

streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or Offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, and the ability to research historical procurement data available in the eVA purchase.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

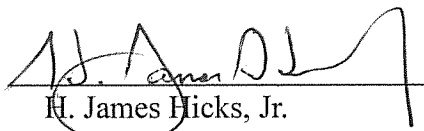
6. Under the original contract, Attachment C, delete in its entirety.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

MC STRATEGIES, INC.

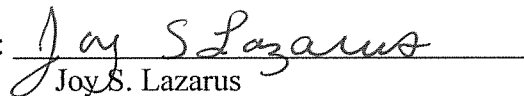
**DEPARTMENT OF MENTAL HEALTH
MENTAL RETARDATION AND
SUBSTANCE ABUSE SERVICES**

By:


H. James Hicks, Jr.
Senior Vice President

Date Signed: 10-9-08

By:


Joy S. Lazarus
Director of Administrative Services

Date Signed: 10/16/08

**MC Strategies, Inc.
License Agreement Amendment**

This amendment (the "Amendment") outlines mutually agreed upon changes to the existing License Agreement between Elsevier through its wholly owned subsidiary, MC Strategies ("MCS"), located in Atlanta, GA and the Department of Mental Health, Mental Retardation & Substance Abuse Services, DMHMRSAS, ("Client") of Richmond, VA. This amendment is to be effective October 1, 2008.

Whereas, under date of October 1, 2006, Client and MC Strategies, Inc. entered into a renewable WebInservice KDS License Agreement (the "Agreement") for the College of Direct Support, CDS, and College of Frontline Supervision & Management, CFSM, Curricula setting forth their rights, obligations, and duties in connection with Web-Based Learning Services; and

Whereas, Client wishes exercise their option to renew said Agreement as stipulated in the Master Agreement executed October 1, 2006; and

Whereas, MCS and Client wish to reduce the renewal fee for the period October 1, 2008 through September 30, 2009 according to the terms established in Section III; Paragraph A of the Master Agreement executed October 1, 2006;

Now Therefore, in consideration of the conditions and sums paid hereunder, MCS and Client agree as follows:

Entire Agreement: This Amendment will become incorporated into the original License Agreement and will in no way change the term of the original Agreement or the "Cancellation" clause of the original Agreement. All recitals, terms and conditions outlined in the original License Agreement apply to this Amendment, unless otherwise specified in this Amendment.

Terms of Amendment

The administration fee shall remain at \$2,800 per administrator per year during the next year while the content license fee for the master agreement shall be reduced for the period October 1, 2008 through September 30, 2009.

Compensation to MCS

In return for the license and access to the CDS and CFSM curricula, Client agrees to pay fees as follows for the period October 1, 2008 through September 30, 2009:

Annual Administration/Site fee:	\$ 44,800	(2,800 per administrator)
Content License and Maintenance fee:	\$ 115,271	

Total 2008-2009 Contract Fee:	\$160,071
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Elsevier will invoice Client the Content License and Maintenance fee of **\$115,271**, and the Administrator fee of **\$ 44,800** within (30) days of receiving a fully signed Agreement. 2005.

Entire Agreement - This Amendment effective October 1, 2008 and the original Agreement dated 10/1/2006 constitutes the entire agreement between the parties with respect to the subject matter herein, and all prior or contemporaneous oral or written communications, understandings, or agreements between MCS and Client with respect to such subject matter are hereby superseded in their entirety. Any changes, amendments, or modifications to this Agreement shall not be binding on the parties unless mutually agreed to by the parties in writing.

DMHMRSAS
P.O. Box 1797
Richmond, VA 23218

MC Strategies, Inc.
495 Circle 85, Suite 100
Atlanta, GA 30349

By: Joy S Lazarus

Type/Print Name:

Joy S. Lazarus

Title: Administrative Svcs. Dir.

Date: 10/16/08

By: H. James Hicks, Jr.

Type/Print Name:

H. James Hicks, Jr.

Title: Senior Vice President

Date: 10-9-08